

**FISCHER & DORITY**  
PROFESSIONAL CORPORATION

James M. Fischer  
Larry W. DORITY

Attorneys at Law  
Regulatory & Governmental Consultants

101 Madison, Suite 400  
Jefferson City, MO 65101  
Telephone: (573) 636-6758  
Fax: (573) 636-0383

January 4, 2007

Ms. Colleen M. Dale  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

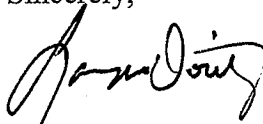
RE : Adoption of Interconnection Agreement Previously Approved by the Commission  
Case No. TK-2003-0306  
**Spectra Communications Group, LLC / TMP Corp.**

Dear Ms. Dale:

Pursuant to Missouri Public Service Commission ("Commission") Rule 4 CSR 240-3.513(4)(A), Spectra Communications Group, LLC ("Spectra") respectfully submits for filing with the Commission the attached Letter of Adoption with Attachments setting forth the terms of TMP Corp.'s adoption of the Interconnection and Reciprocal Compensation Agreement between Spectra Communications Group, LLC and WWC License, LLC that was approved by the Commission in Case No. TK-2003-0306. In accordance with the referenced rule, the attachment reflects the signature page signed by both parties to the adoption, and the adoption shall be deemed approved on the date it is properly submitted as set forth in the rule.

Please contact me if you have any questions concerning this matter.

Sincerely,



Larry W. DORITY

Att:

cc: Susan W. Smith, CenturyTel

August 26, 2006

Craig Freeman  
Director of Wireless Operations  
TMP Corp.  
405 Emminga Rd.  
Golden, IL 62339

Dear Mr. Freeman:

SPECTRA COMMUNICATIONS GROUP, LLC ("SPECTRA") has received your request stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), TMP Corp. ("TMP") wishes to adopt the terms of the Interconnection and Reciprocal Compensation Agreement between SPECTRA and WWC License LLC ("WWC") that was approved by the Missouri Public Service Commission as an effective Agreement in the State of Missouri in Case Number TK-2003-0306 (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Except as set forth below, TMP adopts the Terms of the WWC agreement for interconnection with Spectra and in applying the Terms, agrees that TMP shall be substituted in place of WWC in the Terms wherever appropriate.
2. TMP requests that notice to TMP as may be required under the Terms shall be provided as follows:

To: TMP Corp.  
Attn: Craig Freeman  
Director of Wireless Operations  
405 Emminga Rd.  
Golden, IL 62339  
Telephone: 217-696-4411  
Fax Number: 217-696-4811  
Email: freeman@simmetrypcs.com

Spectra requests that notice to Spectra as may be required under the terms shall be provided as follows:

To: Spectra  
Attn: Carrier Relations  
100 CenturyTel Drive  
Monroe, LA 71203  
318-340-5257

Copy: Spectra  
Attn: Director External Affairs  
911 North Bishop, Suite C-207  
Texarkana, TX 75501  
903-792-3499

3. **TMP represents and warrants that it is licensed to provide Wireless telecommunications service in the State of Missouri, and that its adoption of the Terms will cover services in the State of Missouri only.**
4. TMP adoption of the WWC Terms shall become effective upon Spectra's filing of this letter with the Missouri Public Service Commission and shall terminate pursuant to the WWC Terms. The WWC agreement is currently scheduled to expire on 2-15-07.
5. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), Spectra does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Spectra of the Terms does not in any way constitute a waiver by Spectra of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Spectra of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of TMP 252(i) election.
6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Inter-carrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not as of May 15, 2001, opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic. Thus, to the extent that compensation for the exchange of ISP-bound traffic is addressed in the WWC agreement, the Parties acknowledge that such compensatory arrangement is not a part of this Adoption Agreement.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

8. Spectra reserves the right to deny any TMP's adoption and/or application of the Terms, in whole or in part, at any time:
  - (A) when the costs of providing the Terms to TMP are greater than the costs of providing it to WWC;
  - (B) if the provision of the Terms to TMP is not technically feasible; and/or to the extent TMP already has an existing interconnection agreement (or existing 252(i) adoption) with Spectra and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption); and
9. Should TMP attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, Spectra reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that Spectra is entitled to maintain that it is a rural telephone company [as defined in 47 U.S.C. 153 as provided by 47 U.S.C. 251(f)]. By entering into this Agreement, Spectra is not waiving its right to maintain at some point during the term of this Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C, 251(f).
11. The specific compensation arrangements set forth in this Agreement for Local Traffic are not applicable to Non Local (Inter-MTA) described in Sections 7. TMP will provide compensation to Spectra for all Inter-MTA Traffic originated and terminated on the network of Spectra according to the terms and conditions of Spectra's applicable federal and state access tariffs that apply to access usage. Because Spectra cannot determine the location of TMP's mobile end users at the time a call is made and consequently whether traffic originated on the network of Spectra is Intra-MTA or Inter-MTA, Spectra will switch traffic to TMP described in Section 7 over the same trunk group facilities used for traffic described in Section 3. For the combined traffic described in Sections 3 and 7, TMP and Spectra will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic and Local Traffic reflective of actual nature of the traffic. The Parties recognize the Inter-MTA Traffic may be both Interstate and Intrastate in nature. For the Inter-MTA Traffic, the Parties will develop mutually acceptable percent Interstate and Intrastate factors. The percentages are specified herein Attachment 1. The relative Interstate and Intrastate percentages will be applied for the duration of this Agreement.

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

SPECTRA COMMUNICATIONS GROUP, LLC

Susan W. Smith  
(Signature)

Susan W. Smith  
(Print Name)

Director – External Affairs  
(Print Title)

8/26/2006  
(Date)

Reviewed and countersigned:

TMP Corp.

Craig M. Freeman  
(Signature)

CRAIG M FREEMAN  
(Print Name)

Dir. WIRELESS Ops.  
(Print Title)

9/15/06  
(Date)

## ATTACHMENT 1

### RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Attachment I are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine Spectra's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered Spectra costs), or any appeal or other litigation.

1. Interconnection Facilities Appropriate tariff.
2. Traffic Factor

Land-to-Mobile	.30
Mobile-to-Land	.70
3. Local Network Usage

#### Reciprocal Compensation

Each party agrees to compensate the other for terminating local service area calls originated on its network.

#### Reciprocal Compensation

Each party agrees to compensate the other for terminating local service area calls originated on its network.

Rate per terminated MOU <sup>1</sup>	\$ 0.012 per minute of use
--------------------------------------	----------------------------

#### Local Tandem Switching<sup>2</sup>

Tandem switching	\$ 0.008562 per minute of use
Local transport	
Termination	\$ 0.0012910 per minute of use
Facility	\$ 0.0002620 per minute per mile

4. Interconnection arrangement to be determined by TMP and Spectra.

1 This rate is a combined transport and termination rate applicable to traffic exchanged between the parties as described in Paragraph 3.1.

2 Spectra may provide transiting of local traffic which is tandem switched and transported by Spectra on behalf of TMP to a non-Spectra end office that subtends the Spectra tandem switch. Spectra will be compensated for this transit function at the Local Tandem switching, Transport termination, and transport facility rates.